

JPA / ECS File No.: 06-030  
AG Contract No.: KR06-0694TRN  
Project No.: 287 PN 137.5  
Project: Traffic Signal  
Section: SR 287 & Attaway Road  
**TRACS No.: HX194 01C**  
**Budget Source Item No.: 71207**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF COOLIDGE

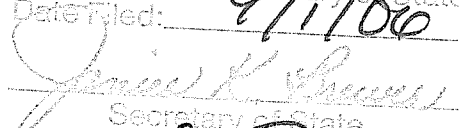
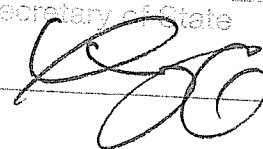
**THIS AGREEMENT** is entered into this date September 1<sup>st</sup>, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF COOLIDGE, acting by and through its MAYOR and CITY COUNCIL (the "City").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The State and the City desire to participate in the design, construction, and maintenance of a new warranted traffic signal at the intersection of SR 287 and Attaway Road, Milepost (MP) 137.55, hereinafter referred to as the "Project". The State will contribute up to a maximum amount of \$175,000.00 and maintain the signal. The City will design, construct and operate the signal, plus be responsible for obtaining electrical power for the signal.
4. The parties hereto agree to and acknowledge the following conditions: **a)** the estimated monetary amounts referenced in this Agreement are subject to change and could change substantially before completion of the Project; **b)** the parties shall perform their responsibilities consistent with this Agreement; and **c)** any change or modification to the Project will only occur with mutual written consent of both parties.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 28412  
Filed with the Secretary of State  
Date Filed: 9/1/06  
  
Secretary of State  
By: 

**II. SCOPE OF WORK**

## 1. The City shall:

a. Prepare and provide design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate State comments into the documents.

b. Call for bids and award one or more construction contract(s) for the Project. Administer contract(s) and make all payments to the contractor(s). Be responsible for contractor claims for additional work attributable to the City.

c. Obtain the necessary Encroachment Permit, through the Tucson District Maintenance Office, for the installation of the traffic signal inside the State's right-of-way.

d. Upon execution of this Agreement, invoice the State for the State's share of the Project costs, in an amount not to exceed \$175,000.00.

e. Upon completion of the Project and activation of the traffic signal and lighting, be responsible for obtaining electrical power to operate the electrical equipment.

f. Grant the State rights-of-entry access outside the State's right-of-way as required to perform maintenance of the signal.

g. Be responsible for obtaining the electrical power to operate the traffic signal.

## 2. The State shall:

a. Review the design documents required for the construction of the Project and provide comments to the City.

b. Grant the City the necessary Encroachment Permit through the Tucson District Maintenance Office for the construction of the Project on State's right-of-way.

c. Upon completion of the Project, perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the project documents and has been satisfactorily completed. Maintain traffic signal at State's expense.

d. Upon execution of this agreement and within thirty (30) calendar days and upon receipt of the invoice from the City, provide payment to the City for State's share of the Project, not to exceed \$175,000.00.

**III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. However, any provisions for maintenance, provided by the City shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to either party. It is understood and agreed that, in the event the City fails to budget or provide for electrical power as set forth in this Agreement, the State shall in no way be responsible to provide electrical power.

2. Each party (as "Indemnitor") agrees to indemnify, defend, save and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses including reasonable attorneys' fees, hereinafter collectively referred to as ("claims"), arising out of bodily injury of

any person, including death or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
(602) 712-7525  
(602) 712-7424 Fax

City of Coolidge City Manager  
Attn: Robert Flatley  
130 W. Central Ave.  
Coolidge, Arizona 85228  
(520) 723-5361  
(520) 723-7910 Fax

8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

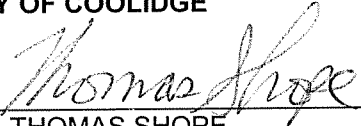
9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**CITY OF COOLIDGE**

By   
THOMAS SHOPE  
Mayor

**STATE OF ARIZONA**

Department of Transportation

By   
MICHAEL P. MANTHEY, P.E.  
State Traffic Engineer

**ATTEST:**

By   
NORMA ORTIZ  
Clerk

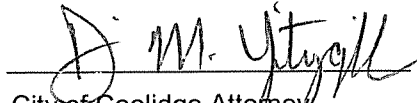
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**ATTORNEY APPROVAL FORM FOR THE CITY OF COOLIDGE**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the City of Coolidge, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 31<sup>st</sup> day of July, 2006.

  
City of Coolidge Attorney

**RESOLUTION NO. 06-18**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, COUNTY OF PINAL, AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF NEW WARRANTED TRAFFIC SIGNALS AT THE INTERSECTION OF SR 287 AND ATTAWAY ROAD, (MILEPOST 137.55).**

**WHEREAS**, the State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement, and;

**WHEREAS**, the City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement, and;

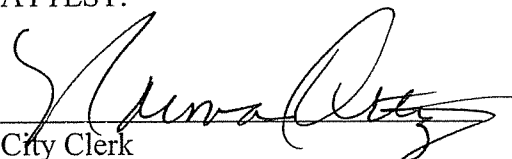
**WHEREAS**, the State and the City desire to participate in the design, construction and maintenance of new warranted traffic signals at the intersection of SR 287 and Attaway Road, milepost 137.55. The State will contribute up to a maximum of \$175,000 and maintain the signal. The City will design, construct and operate the signal, plus be responsible for obtaining electrical power for the signal.

**NOW AND THEREFORE, BE IT RESOLVED**, by the Mayor and Common Council of the City of Coolidge, that the Mayor for the City of Coolidge is, hereby, authorized and directed to execute and deliver an Intergovernmental Agreement between the State of Arizona acting through the Department of Transportation and the City of Coolidge.

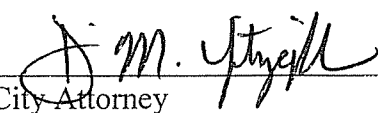
**PASSED AND ADOPTED** by the Mayor and Common Council of the City of Coolidge, Arizona, on this 10<sup>th</sup> day of July, 2006.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



TERRY GODDARD  
Attorney General

OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

CIVIL DIVISION  
TRANSPORTATION SECTION  
Writer's Direct Line:  
602.542.8855  
Facsimile: 602.542.3646  
E-mail: Susan Davis@azag.gov

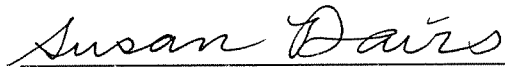
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR06-0694TRN (**JPA 06-030**), an Agreement between public agencies, i.e., The State of Arizona and City of Coolidge, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: August 28, 2006

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:976308  
Attachment